

Multi-State (small tract)
Revised May 2008

OIL & GAS LEASE

This Oil & Gas Lease is made and entered into this 13th day of April, 2009, by and between BANK OF AMERICA, N.A., TRUSTEE OF THE TUW CAROL G. RHODES TRUST, by and through its Vice-President, JANET M. CUNNINGHAM (Lessor) P.O. Box 2546, Fort Worth, TX 76113-2546, and Chesapeake Exploration, L.L.C., an Oklahoma limited liability corporation, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496 (Lessee),

1. **Grant and Description.** Lessor, in consideration of the cash bonus paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the sole and only purpose of exploring, drilling and operating for and producing oil and gas and of laying pipelines, storing oil and building tanks, telephone lines, roads and structures thereon to produce, save, care for, treat and transport said substances produced from the land leased hereunder only, the following described land situated in TARRANT AND JOHNSON Counties, State of TEXAS:

ABSTRACTS NO. 558, TARRANT COUNTY AND 1104, JOHNSON COUNTY, SURVEY NAME: SARAH GRAY

SEE ATTACHED EXHIBIT "A"

Deemed for purposes of this lease to contain 22.0360 gross acres (leased premises).

2. **Term of Lease.** Subject to the other provisions hereof, this lease shall be for a term of **three (3) years** from this date (primary term) and as long thereafter as oil and gas, or either of them, is produced in paying quantities from the leased premises or lands with which the leased premises have been properly pooled and the royalties are paid as provided.

3. **Royalties.** Lessee shall pay royalties as follows:

(a) **Oil.** Lessee shall pay Lessor 1/4 of the gross proceeds of all oil and other liquid hydrocarbons recovered, separated, produced or saved from or on the leased premises and sold by Lessee in an arms' length transaction; provided however, if oil and/or other liquid hydrocarbons are not sold under an arms' length transaction, Lessor shall receive the same royalty share of the market value of such oil and/or other liquid hydrocarbons which shall be calculated by using the highest price, plus premium, if any, paid or offered for oil and/or other liquid hydrocarbons of comparable quality in the general area where produced and when run. Lessor may give sixty (60) days written notice to Lessee, which notice may be given from time to time, upon which Lessee shall deliver free of cost to Lessor at the wells or to the credit of Lessor into the pipeline to which the well may be connected, the royalty share of all oil and other liquid hydrocarbons produced and saved from the leased premises.

(b) **Gas.** Lessee shall pay Lessor 1/4 of the gross proceeds received by Lessee for all gas (including substances contained in such gas) recovered, separated, produced or saved from or on the leased premises and sold by Lessee in an arms' length transaction; provided, however if gas is not sold under an arms' length transaction, Lessor shall receive the same royalty share of the market value of such gas (including substances contained in such gas) which shall be calculated by using the highest price paid or offered for gas of comparable quality in the general area where produced and when run.

(c) **Products.** Lessee's right to produce substances from the leased premises is limited to substances produced from oil and/or gas wells and Lessee shall pay Lessor royalty on all marketable substances produced by Lessee from the leased premises (all marketable substances which Lessee may produce from the leased premises or lands pooled therewith will be collectively referred to as "Products"). It is controllingly provided that the price used to calculate Lessor's royalty shall never be less than the price paid Lessee for any Products produced hereunder, and, if the manner of calculating royalty provided for herein would cause Lessor's royalty to be calculated based upon a lesser amount, the price actually paid Lessee shall be substituted as the basis for the royalty calculation. As to any Product which does not fall under the oil or gas royalty clauses above, Lessee shall pay Lessor one-quarter (1/4) of the gross proceeds received by Lessee for such Product in an arms' length transaction; provided, however, in the event the Product is not sold under an arms' length transaction, Lessor royalty shall be calculated by using the highest price paid or offered comparable quality in the general area of the leased premises.

Lessee shall pay Lessor royalty on all oil and other liquid hydrocarbons, including condensate, and on all gas, including all substances contained in such gas, (all hereinafter collectively called "Products") produced from a well on the leased premises or on lands pooled with the leased premises and sold or used off the leased premises regardless of whether or not such Products are produced to the credit of Lessee or sold under a contract executed by or binding on Lessee. Should Products be sold under a sales contract not binding on Lessor, Lessor's royalty shall be calculated by using the highest price paid for any of the Products produced from the well from which such Products were produced.

(d) **Production Sale Contracts.** Lessee shall pay Lessor one-quarter (1/4) of all consideration received by or for the benefit of Lessee under any contract for the sale of Products, including, but not limited

to, all contract settlements and other sums received by Lessee from any purchaser of Products, whether such sums are advance payments, payments under take-or-pay provisions, price buy-down settlements, or other contractual payments or payments in settlement of claims of whatever kind or character paid by any purchaser of Products to Lessee to the extent related to the sale of production from the leased premises. To the extent that any such consideration is paid in advance of actual production, Lessee shall receive credit for the amount thereof when such production occurs. In no event will the price paid Lessor for Lessor's share of the Products be less than the price paid Lessee for Lessee's share of Products produced hereunder. Lessee agrees that if it enters into any contract for sale of any Products which shall extend for (three) 3 years from the effective date of such sales contract and such contract does not have adequate provisions for redetermination of price at intervals of not less frequently than annually, then Lessee, its successors and assigns, shall in advance of executing any such sales contract provide Lessor with a full and complete copy of the proposed contract for the purpose of allowing Lessor to determine whether Lessee may sell Lessor's royalty share of Products under Lessee's proposed sales contract. Lessor shall, within thirty (30) days of receiving such sales contract, notify Lessee as to whether Lessee may sell Lessor's royalty share of Products under Lessee's proposed sales contract. In the event Lessor approves Lessee's proposed sales contract, Lessee shall pay the Lessor one-quarter (1/4) of all consideration received by and for the benefit of Lessee under said contract, without deducting any post-production cost or expenses, including without limitation, cost or expenses for dehydrating, transporting, compressing, treat, gathering, or other rendering marketable or marketing the Products. In the event Lessor does not approve Lessee's proposed sales contract, then Lessor's royalty shall nonetheless, be calculated by using the highest price paid or offered for Products of comparable quality in the general area where produced and when run.

(e) **Royalty to be Free of Expenses.** It is agreed between the Lessor and Lessee, that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction, directly or indirectly, for the cost of production, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs which result in enhancing the value of the marketable oil, gas or other production may be deducted from Lessor's share of production so long as they are based on Lessee's actual costs of such enhancements; and such enhancements are not to include recompilations, workovers, pipeline construction and maintenance, or other costs as theretofore mentioned above. But in no event shall Lessor receive more than its royalty share of the actual gross proceeds received by Lessee from a non-affiliated third party purchaser.

(f) **Arms' Length Transaction.** In order to qualify as an arms' length transaction, a sale must be to a non-affiliated entity under an agreement negotiated in good faith by all parties which does not provide for any consideration to Lessee which will not or cannot be shared with Lessor under the royalty provisions of this lease.

(g) **Litigation Recoveries.** If Lessee participates in any litigation or administrative proceeding against a third party for damage to the leasehold estate or the minerals therein, including but not limited to, claims for trespass, violation of applicable rules and regulations, or breach of a production sale contract, Lessee shall make a sufficient claim therein to cover Lessor's royalty share as provided in this lease, and shall pay to Lessor one-quarter (1/4) of the proceeds received by Lessee and attributable to this lease as a result thereof, whether by settlement, judgment or otherwise; provided, however, Lessee shall be entitled to recoup, from such royalty payments only, one-quarter (1/4) of the actual attorneys fees and litigation expenses paid by Lessee to outside counsel and attributable to issues related to this lease, this being strictly a right to recoup from royalties payable and imposing no personal liability on Lessor.

(h) **Shut-in Gas Royalty.** While there is a well on the leased premises capable of producing gas in paying quantities but the production thereof is shut-in or suspended for any reason, Lessee shall pay as royalty on or before 90 days after the date on which (i) production from any such well is shut-in or suspended or (ii) this lease is no longer maintained by compliance with other provisions hereof, whichever is the later date, and thereafter at annual intervals, a sum in the amount of \$25.00 per acre, or a minimum of \$50.00, whichever is greater, for each and every shut-in gas well; and if such payment is made or tendered in accordance with the terms hereof, this lease shall not terminate but shall continue in full force, subject to the other provisions hereof, and it will be considered that gas is being produced from the leased premises in paying quantities within the meaning of each pertinent provision of this lease, but in no event shall shut-in well payments maintain this lease in force for a cumulative period exceeding **three (3) years**. Lessee shall not be entitled to recover any shut-in royalty payments from the future sale of gas. Should the shut-in period extend beyond the expiration of the primary term, such shut-in provision will pertain only to the producing unit of such gas well as provided below. Should such shut-in royalty payments not be made in a timely manner, it will be considered for all purposes that there is no production or no excuse for delayed production of gas from any such well or wells and unless there is then in effect other preservation provisions of this lease, this lease shall terminate at midnight on the last day provided for the payment of such shut-in royalties, and Lessee shall thereupon furnish to Lessor a release of all its interest in and to this oil and gas lease insofar as that portion of the premises included in the producing unit assigned to such shut-in well.

(i) **Recovery of Gas Liquids.** Lessee agrees that, if it is economic to do so, before any gas produced from the leased premises is used or sold off the leased premises, it will be run, free of cost to Lessor, through an adequate oil and gas separator of a conventional type or equipment at least as efficient, to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered on the lease.

(j) **Right to Take in Kind.** Lessor shall have the recurring option, in lieu of receiving the royalties thereon, to take its applicable royalty share of any Product in kind, and to reverse such election and resume receiving royalty payment in money, in either case by giving Lessee at least sixty (60) days advance written notice. Such election may be made separately as to oil, gas or any other Product, and Lessor may elect to have the royalty production delivered at the wellhead, at the oil and gas separator, into a pipeline connected at the well, at the location where Lessee sells its production, or at another location mutually acceptable to Lessor and Lessee. If Lessor elects to take royalty in kind, any necessary costs for separate metering or split stream delivery will be borne by Lessor. If Lessor elects to take gas royalty in kind, the parties shall enter into a gas balancing agreement using, at Lessor's election, either the most recent form used by Lessee in an arms-length industry transaction or the most recent form promulgated by the American

Association of Professional Landmen. Lessee shall supply its most recent gas balancing agreement form to Lessor for evaluation purposes immediately upon receiving notice that Lessor intends to take gas royalty in kind. It is expressly agreed, however, that the inclusion of an option to permit Lessor to take its royalty gas in kind shall not modify or limit Lessee's duty to pay royalties as provided herein or to market the gas at such times, and from time to time, as Lessor does not choose to take and separately dispose of its royalty gas.

(k) **Time for Payment of Royalty.** All royalty payments shall be due within one hundred and twenty (120) days after the end of the month in which the production occurred. Should Lessee fail to pay such royalty within such time, then Lessee shall be obligated to pay, and shall pay, to Lessor interest on said accrued royalties at the rate of the lesser of the maximum rate permitted by law or one and one-half percent (1-1/2%) per month, from the due date until the date of payment. If Lessee fails to comply with the provisions of this paragraph, then Lessor shall, at its option, have the right to cancel this lease by filing an affidavit of record in Tarrant County; however, Lessor shall give written notice of such intention to Lessee and Lessee shall then have thirty (30) days in which to comply with the provisions of this paragraph; further provided, however, that such notice requirement and opportunity to cure shall not apply if Lessee has failed to comply with the provisions of this paragraph on three or more prior occasions. Should Lessee pay Lessor all royalty payments past due during any period with accrued interest, this lease shall not be cancelled under the terms of this paragraph. The rights of Lessor under this paragraph shall be in addition to, and not in lieu of, all rights Lessor may have as to payment of royalty under Texas law, including, V.T.C.A. Natural Resources Code Sections 91.401 through 91.405.

(l) **Royalty Information.** Upon written request of Lessor, such requests being limited to an annual basis, Lessor may conduct an audit of Lessee's records relating to production of all wells located on the leased premises or on lands pooled therewith.

4. Delay Rentals. THIS IS A PAID-UP OIL & GAS LEASE; ALL DELAY RENTALS REFERRED TO HEREIN ARE PAID IN FULL

5. **Pooling.** Lessee is hereby granted the right to pool or combine the leased premises, or any part or parts thereof, as to all strata or any stratum, with any other land, as to all strata or any stratum, for the production of oil or gas. Pooled units which do not include 100% of the herein leased premises shall be subject to the written approval of Lessor, and such approval shall not be unreasonably withheld. Pooling in one or more instances shall not exhaust the right of Lessee to pool this lease or portion thereof into other or different units. Units pooled for oil or gas, or for a horizontal completion, shall conform to, and shall in no event exceed 347 acres plus a tolerance of 10%. To effect a unit or units Lessee shall file a written unit designation. Drilling or reworking operations and production on any part of the pooled acreage shall be treated for all purposes hereof (except the payment of royalties on such production) as if such drilling or reworking operations were upon or such production was from the leased premises whether the well or wells be located on the leased premises or not. For the purpose of computing the royalties and other payments out of production to which the owners of such interests shall be entitled on production of oil and gas, or either of them, from any such pooled unit, there shall be allocated to the leased premises and included in such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis; thus, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production whether it be oil and gas, or either of them so allocated to the leased premises lease land covered by this lease and included in the unit just as though such production were from the leased premises. In the event only a part, or parts, of the leased premises land covered by this lease instrument is pooled or unitized with other land or lands, so as to form a pooled unit, or units, operations on or production from such or unit or units, will maintain this lease in force only as to the part of the leased premises land included in such unit, or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rental payments shall be reduced in proportion to the number of acres covered hereby and included in such unit or units.

6. Operations. The following provisions shall apply to Lessee's operations on the leased premises:

(a) **Dry Holes, Cessation of Production, Development and Protection from Drainage.** If, prior to discovery of oil or gas on the leased premises or land pooled therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences reworking or actual drilling within sixty (60) days thereafter, or, if it be within the primary term, commences or resumes the payment or tender of rentals or commences actual drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty (60) days from date of completion and abandonment of said dry hole or holes or the cessation of production. If, at the expiration of the primary term, oil or gas is not being produced on the leased premises or land pooled therewith and Lessee is then engaged in actual drilling or reworking of any well thereon, this lease shall remain in force so long as drilling or reworking is prosecuted with no cessation of more than sixty (60) consecutive days, and if such operation results in production, so long thereafter as oil or gas is produced in paying quantities from the leased premises or land pooled therewith. In the event a well or wells producing oil or gas should be brought in on adjacent land within four hundred sixty seven feet (467') of the leased premises for an oil well or within four hundred sixty seven feet (467') of the leased premises for a gas well, Lessee shall commence the drilling of an offset well within 120 days or release that portion of the leased acreage that would be allocated to such well unit, if such action would be taken by a reasonably prudent operator under the same or similar circumstances. If oil or gas is discovered on the leased premises, or on land pooled therewith, Lessee agrees to further develop the leased premises said land covered by this lease as a reasonably prudent operator would under the same or similar circumstances.

(b) **Compliance with Regulations and Indemnity.** Lessee shall conduct its operations in compliance with all applicable laws, rules and regulations. Lessee will protect, indemnify, hold harmless and defend Lessor against any claim, demand, cost, liability, loss or damage suffered by Lessor, including reasonable attorneys fees, expert witness fees, litigation expenses and court costs, arising out of or associated in any way with (i) any activity conducted by Lessee or Lessee's employees, agents, servants, contractors,

licensees or permittees on or near the leased premises; (ii) environmental remediation and plugging and abandonment of wells; (iii) the management, use and disposal of produced water and wastes or substances associated with activities on the leased premises; and/or (iv) the oil, gas, all other products, any waste material, or any substance, pollutant or contaminant produced by Lessee or brought by Lessee onto the leased premises (all of which potential sources of claims shall be referred to as "Lessee's Conduct"). Lessee's indemnity obligations for Lessee's Conduct under this paragraph are continuing obligations which will continue in effect, and be enforceable by Lessor, even after this lease terminates. As used in this paragraph, "Lessor" includes Lessor and Bank of America, N.A. and its respective directors, officers, employees, and agents. If any portion of this indemnity provision shall ever be held to be invalid or unenforceable, it shall be deemed stricken herefrom and the remainder of this provision shall continue to apply to the greatest extent permitted by applicable law.

7. Assignments. No assignment of this lease, or interest therein, may be made without written approval of Lessor, such approval shall not be unreasonably withheld however; an assignment of this lease to Lessee's officers, directors, affiliates or employees will not require written approval if such assignees are not an officer, director or employee of Bank of America Corp. or any of its affiliates or subsidiaries. Subject to the preceding condition, the provisions of this lease shall extend to the heirs, executors, administrators, successors and assigns of Lessor and Lessee, but no change or division in ownership of the leased premises, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in the ownership of the leased premises, rentals or royalties shall be binding upon Lessee for any purpose until Lessee shall have been furnished with the instrument or instruments, or accurate copies thereof, evidencing such change or division. In the event of a permitted assignment of this lease as to a segregated portion of the leased premises, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area owned by each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder, and liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or a portion thereof who commits such breach.

8. Force Majeure. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure, except as to any and all monetary payments due under the terms of this lease. The term "force majeure" as employed herein shall mean: (i) any act of God including but not limited to war, riot, strike, insurrection, storms, floods, washouts, landslides and lightning. If Lessee is required, ordered or directed by any federal, state or municipal law, executive order, rule or regulation enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the leased premises land covered by this lease or if Lessee by operation of force majeure is prevented from conducting drilling operations, reworking operations or producing operations, then until such time as such law, order, rule, regulation, request or force majeure is terminated and for a period of sixty (60) days after such termination each and every provision of this lease or implied covenant arising thereunder that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force.

9. Lesser Interest. If Lessor owns an interest in the leased premises less than the entire and undivided fee simple estate therein, then the royalties and rental herein provided shall be paid to Lessor in the proportion which Lessor's interest bears to the entire and undivided fee simple estate therein.

10. No Warranty. Lessor herein executes and delivers this lease without warranty of title either express or implied. Lessee, at its option, 30 days after giving written notice to Lessor, may discharge any tax lien upon the interest herein leased; and, in the event Lessee does so, Lessee shall have the right to apply rentals and royalties accruing hereunder to reimburse such payment. Lessee shall not be subrogated to the rights of the party to whom payment is made, but may reimburse itself out of any royalties otherwise payable to Lessor hereunder.

11. Mandatory Releases by Lessee. At any time that this lease terminates as to any acreage or depth, Lessee shall promptly execute and furnish to Lessor a release thereof in recordable form which contains a legally adequate description of the lands and/or depths being released.

12. Information. Lessee agrees to furnish Lessor with all well drilling, completion and production data, reports, title opinions, logs, and information when specifically requested by Lessor. Lessee agrees that immediately following this instrument being recorded in the county records where the leased premises are located that Lessee will provide Lessor with a copy of this fully recorded instrument as it appears in said records.

13. Extension Beyond Primary Term. If at the end of the primary term this lease is still in force, this lease shall expire as to all that part of the leased premises (as hereinafter described) on which there is not a producing oil or gas well or horizontal completion or on which Lessee is not then drilling or reworking a well. At the end of the primary term, Lessee shall select and designate a producing unit around and including each producing oil or gas well or horizontal completion or drilling or reworking well, the area of such unit to be limited to and conform with the area provided for or established directly or indirectly in the applicable rules and regulations of the appropriate governing body of the state in which the subject acreage is located with reference to the spacing of wells or the size of producing units. As to each producing unit so designated, this lease shall continue in force so long as oil or gas is produced in paying quantities therefrom or so long as drilling or reworking operations are prosecuted thereon as provided in paragraph 6 and shall be limited in depth from the surface down to 100 feet below the stratigraphic equivalent of the deepest producing perforation within the wellbore, or the base of the formation from which the deepest horizontal lateral is producing in the case of a horizontal completion, situated on that producing unit; and Lessee shall execute a release of this lease as to the balance of the land covered hereby as well as formations at depths below the respective producing units. In the absence of field rules promulgated by the appropriate governing body of the state in which such acreage is located, the term "producing unit" as used herein means the following number of acres, depending on the depth to which the well has been drilled, and whether the well is an oil well or gas well, or horizontal completion: 40 acres for an oil well completed at any depth; 80 acres for a gas well completed at a depth of less than 2,000 feet subsurface; 160 acres for a gas well completed at a depth of 2,000 feet subsurface to 6,000 feet subsurface; 320 acres for a gas well completed at a depth of 6,000 feet subsurface to 9,000 feet subsurface; 640 acres for a gas well completed at a depth greater than 9,000 feet subsurface, and for a "horizontal completion", which shall be deemed to be any well in which the horizontal component of the gross completion interval in the reservoir exceeds one hundred feet. If a portion of Lessee's rights terminate as provided in this Paragraph 13, then Lessee shall designate in writing the acreage it is allowed to retain around each oil well and each gas well and such written designation shall be filed for record in the county in which such acreage is located. Lessee shall be

entitled to designate the number of acres above specified in a form of its choosing. The provisions of this paragraph 13 shall not have the effect of relieving the Lessee of its obligations to develop the lease with reasonable diligence after oil or gas is first discovered in paying quantities.

14. **Enforcement Expenses.** If Lessor files a legal action to enforce any express or implied obligation under the terms of this lease and receives a favorable judgment from a court of competent jurisdiction, then Lessee shall reimburse Lessor for all costs of such legal proceeding including reasonable attorney's fees, expert witness fees, litigation expenses and court costs.

15. **No Community Lease.** If the mineral and/or royalty interests covered by this lease are different as between any two or more tracts within the leased premises, the execution of this lease shall not be construed to create a community lease nor in any way to effect the pooling or cross conveyance of interests in any such two or more tracts. Instead, it is Lessor's intent that oil and gas royalties and other lease benefits shall accrue to the owners of the particular tract of land on which is located the well or wells from which oil or gas production is taken, without apportionment to the owners of any other tract or tracts covered hereby, unless the pooling authority granted to Lessee under this lease has been exercised, it being intended that ownership of royalties shall accrue to the tract on which the well is located.

16. **Parties in Interest.** Lessee represents that he/she is not an officer, director, or employee of BankAmerica Corporation, Bank of America, N.A., or any of its affiliates and/or subsidiaries, nor is Lessee acting on behalf of any such officer, director, or employee.

17. **Notices.** All notices and other communications given in connection with this lease shall be in writing and shall be deemed to have been properly given and received on the date when personally delivered, or shall be deemed to have been properly given on the date of actual receipt if delivered by certified mail, fax or courier. The following addresses are hereby designated for the receipt of notices:

Lessor: TUW Carol G. Rhodes
Bank of America, N.A., Trustee
P O Box 2546
Fort Worth, TX 76113-2546

Lessee:,
Chesapeake Exploration L.L.C.
P.O. Box 18496,
Oklahoma City, OK 73154-0496

18. **Implied Covenants Preserved.** The express covenants of the lease are not intended to limit or restrict any implied covenants existing by law or by the nature of this agreement.

19. **Surface Use Covenants.** NO SURFACE OPERATIONS. NOTWITHSTANDING ANY LANGUAGE CONTAINED HEREIN TO THE CONTRARY, LESSEE HEREBY WAIVES AND RELEASES ALL SURFACE RIGHTS OF EVERY KIND AND NATURE ACQUIRED UNDER THIS LEASE, IF ANY. ACCORDINGLY, LESSEE SHALL NOT (I) CONDUCT ANY SURFACE OPERATIONS WHATSOEVER UPON THE LAND, (II) PLACE ANY PERSONAL PROPERTY, FIXTURES OR EQUIPMENT UPON THE LAND, OR (III) ENTER UPON THE LAND FOR ANY REASON OR FOR ANY AMOUNT OF TIME; HOWEVER, THIS LIMITATION SHALL NOT AFFECT THE RIGHT OF LESSEE OR ITS SUCCESSORS AND ASSIGNS TO UTILIZE THE SUBSURFACE OF THE LAND OR ENGAGE IN DIRECTIONAL OR HORIZONTAL DRILLING ACTIVITY WHICH COMES UNDER THE LAND AND/OR FROM POOLING IN ACCORDANCE WITH THIS LEASE, AS LONG AS SAID DRILLING ACTIVITY IS AT A DEPTH SO AS TO NOT INTERFERE WITH OR IN ANY WAY EFFECT THE PRESENT OR FUTURE USE OF THE SURFACE OF THE FOR RESIDENTIAL OR ANY OTHER USE, AND IN NO EVENT MAY THE MINING OR DRILLING ACTIVITY PENETRATE THE LAND AT A DEPTH OF LESS THAN 1,000 FEET BELOW THE SURFACE, WITHOUT THE WRITTEN CONSENT OF LESSOR, FURTHER, LESSEE WILL MEET ALL CITY ORDINANCES IN THE DRILLING OF WELLS FROM SURFACE LOCATIONS THAT OFFSET THE LAND, BUT IN NO EVENT SHALL LESSEE DRILL A WELL AT A SURFACE LOCATION THIS IS WITHIN 1,000 FEET OF THE LAND, UNLESS LESSEE HAS RECEIVED A PERMIT ALLOWING SUCH LOCATIONS TO BE WITHIN 1,000 FEET OF SAID LAND OR LESSEE HAS OBTAINED WRITTEN WAIVERS FROM ALL PROPERTY OWNERS OF LANDS LOCATED WITHIN 1,000 FEET OF SUCH PROPOSED SURFACE DRILLSITE LOCATION. THIS PROVISION SHALL SURVIVE TERMINATION OF THE LEASE.

Executed on the date first above written.

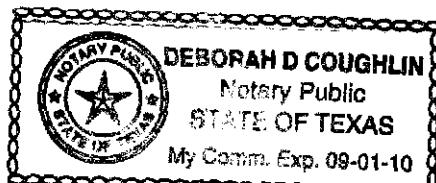
<p>Lessor: TUV Carol G. Rhodes, Bank of America, N.A., Trustee</p> <p>By: <u>Janet M. Cunningham</u> Janet M. Cunningham, Vice President</p>	<p>Lessee: Chesapeake Exploration L.L.C., An Oklahoma Limited Liability Corporation</p> <p>By: Chesapeake Operating Inc., General Partner</p> <p>By: _____, as Agent for Chesapeake Exploration, L.L.C., An Oklahoma Limited Liability Corporation</p>
---	---

State of TEXAS

County of TARRANT

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Janet M. Cunningham, Vice President of Bank of America, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Bank in the capacity therein stated.

Given under my hand and seal of office this the 13 day of APRIL, 2009.



Richard H. Conughan
Notary Public in and for the State of TEXAS

State of Texas

County of Tarrant

Given under my hand and seal of office this the _____ day of _____, 2009.

Notary Public in and for the State of

State of _____

County of _____

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, 2009.

Notary Public in and for the State of _____

EXHIBIT "A"

Attached to and made part of that certain Oil and Gas Lease Agreement between BANK OF AMERICA, N.A., TRUSTEE OF THE TUW CAROL G. RHODES TRUST, by and through Janet M. Cunningham, its Vice-President, as Grantor and Chesapeake Exploration Limited Partnership as Grantee, dated March 26, 2009.

Being 22.0360 Gross Acres, more or less.

Being 11.0180 Net Acres, more or less.

Tract 1

A tract or parcel of land being 1.6990 acres, more or less, known as Lot 1, Block 1, Business Centre Burleson, an addition to the City of Burleson, out of the Sarah Gray Survey, Abstract No. 558 in Tarrant County and Abstract No. 1104 in Johnson County, Texas, according to Plat recorded in Volume 5, Page 90, Map/Plat Records, Johnson County, Texas.

Tract 2

A tract or parcel of land being 1.7290 acres, more or less, known as Lot 2, Block 1, Business Centre Burleson, an addition to the City of Burleson, out of the Sarah Gray Survey, Abstract No 558 in Tarrant County and Abstract No. 1104 in Johnson County, Texas, according to Plat recorded in Volume 5, Page 90, Map/Plat Records, Johnson County, Texas.

Tract 3

A tract or parcel of land being 1.1920 acres, more or less, known as Lot 1R, Block 2, Business Centre Burleson, an addition to the City of Burleson, Tarrant and Johnson Counties, Texas, according to the revised Plat recorded in Volume 8, Page 53, Plat Records, Johnson County, Texas and Cabinet B, Slide 465, Plat Records, Tarrant County, Texas.

Tract 4

A tract or parcel of land being 1.9910 acres, more or less, situated in Johnson and Tarrant Counties, Texas and being Lot 2R and Lot 3R, Block 2, Business Centre Burleson, an addition to the City of Burleson, out of the Sarah Gray Survey, Abstract 558 in Tarrant County and Abstract 1104, in Johnson County, Texas, according to the revised Plat recorded in Volume 8, page 53, Plat Records, Johnson County, Texas, an according to the Plat and Dedication recorded in Cabinet B, slide 465 Plat Records, Tarrant County, Texas.

Tract 5

A tract or parcel of land being 3.1810 acres, more or less, known as Lot 4R, Block 2, of Business Centre Burleson, an addition to the City of Burleson, Tarrant and Johnson Counties, Texas, according to the revised Plat recorded in Volume 8, page 53, Plat Records, Johnson County, Texas and Cabinet B, Slide 465, Plat Records, Tarrant County Texas.

Tract 6

A tract or parcel of land being 8.124 acres, more or less, in the City of Burleson, Johnson and Tarrant Counties, Texas and being out of the Sarah Gray Abstract No. 558 in Tarrant County, and Abstract No 1104 in Johnson County, Texas and also being a part of a 12.09 acre tract of land of said Surveys, described by Deed recorded in Volume 801, Page 731, Deed Records of Johnson County, Texas, and being more particularly described in that Certain Warranty Deed dated July 29, 2002 from Ron Sturgeon, a married person, not joined by his wife, to Ron Sturgeon Real Estate, L.P., a Texas Limited Partnership, as recorded in Volume 2890, Page 910, Deed Records of Johnson County, Texas.

Tract 7

A tract of parcel of land being 4.1200 acres, more or less, being part of 10.3110 acres of land more or less, being all that certain tract of land situated in the Sarah Gray Survey, Abstract No 1104, Johnson County, Texas and being a part of a certain 12.0900 acre tract recorded in Volume 6787, Page 1938 of the Deed Records of Johnson County, Texas and being more particularly described in that Special Warranty Deed dated July 26, 2002, from Ronald D. Sturgeon to Ron Sturgeon Real Estate, L.P., a Texas Limited Partnership, as recorded in Volume 2870, Page 967, Deed Records, Johnson County, Texas.

Janet M. Cunningham
(Initials)

JANET M. CUNNINGHAM
VICE PRESIDENT

Johnson County.
After Recording Return to:
Striker Land Services L.L.C.
Jim Ward
Recording Room Box #131

Tarrant County.

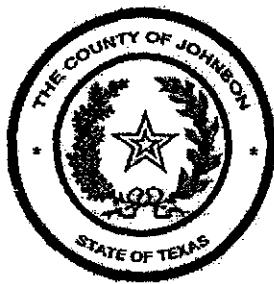
AFTER RECORDED RETURN TO
JIM WARD
STRIKER LAND SERVICES OF TEXAS, L.L.C.
4200 SOUTH FREEWAY
SUITE 500
FORT WORTH, TX 76105

WARNING --- THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

Filed For Record 3:37 AM PM

MAY 06 2009

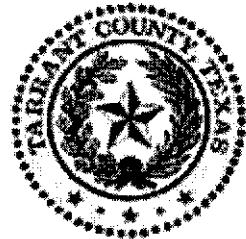
County Clerk Johnson County
By MC Deputy



STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown hereon.


CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS



STRIKER LAND SERVICES
4200 S FRWY, STE 500

FT WORTH TX 76105

Submitter: STRIKER LAND SERVICES

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 06/03/2009 02:18 PM

Instrument #: D209147386

LSE

10 PGS

\$48.00

By: _____



D209147386

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: DS